

**SECTION E**  
**INSPECTION AND ACCEPTANCE**  
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## SECTION E INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Also, the full text of a clause may be accessed electronically at this address:

<http://www.arnet.gov/far/>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSECTION REQUIREMENTS	APR 1984
52.246-2	INSPECTION OF SUPPLIES-FIXED PRICE ALTERNATE I	AUG 1996 JUL 1985
52.246-3	INSPECTION OF SUPPLIES-COST- REIMBURSEMENT	APR 1984
52.246-4	INSPECTION OF SERVICES-FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES-COST-	APR 1984
52.246-6	INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR ALTERNATE I	JAN 1986  APR 1984
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

### E.2 INSPECTION FACILITIES

The facilities to be provided pursuant to paragraph (d) of the clause entitled "FAR 52.246-2 INSPECTION OF SUPPLIES--FIXED-PRICE (AUG 1996) - ALTERNATE I (JUL 1985) (DEVIATION)" shall be equal to those provided by the Contractor for generally similar purposes and shall include offices and related equipment; convenient parking facilities; equipment for reproduction of such items as plans, booklets, test memoranda and allowance lists; and telephones connected to the Contractor's and local telephone system. Toll charges for the Contracting Officer's Technical Representative's (COTR) calls will be paid by the Government. In lieu of providing reproduction equipment, the Contractor may provide reproduction services to the COTR. Assistance shall include services necessary in testing or handling machinery, equipment, and materials for the purpose of inspection or test.

### E.3 SPECIFIC INSPECTION AND ACCEPTANCE REQUIREMENTS

- (a) Inspection and Acceptance of supplies and services will be accomplished by the COTR at each place of performance as required by the Task or Delivery Order.

- (b) Inspection and Acceptance of the technical and administrative data to be furnished hereunder shall be accomplished as specified in the Task or Delivery Order.

### ***E.3.1 APPROVAL OF DOCUMENTATION***

Approval as used in this contract means the Contracting Officer's written notification (including electronic transmission) to the Contractor accepting a contract data deliverable. All contract data deliverables including, but not limited to; plans, drawings, reports, calculations and manuals will be reviewed by the Government for various purposes including progress monitoring, quality checks (random and systematic) and to ensure the Government has a reasonable expectation of the contractor meeting the requirements of task or delivery orders. Deliverables may be returned with comments, recommendations or with advisory notes concerning contract compliance. Approvals will be limited to the extent defined by the CDRL attached to the task or delivery orders. Approval of asset design deliverables will not relieve the Contractor from meeting the contract requirements including, but not limited to, performance and testing requirements. Absence of comments by the Government shall not relieve the Contractor of responsibility for complying with the requirements of the task or delivery orders. Final deliverables shall accurately represent the delivered condition of each asset. Final approval and/or acceptance of documentation required herein will be by letter of approval and/or acceptance of the Contracting Officer. Any letter of acknowledgment of receipt of material shall not be construed as a waiver of review or as an acknowledgment that the material is in conformance with the task or delivery orders. Deliverables resubmitted to incorporate corrections/recommendations will be reviewed by the Government in a timely manner. Any favorable comment given during preparation of the documentation or approval for shipment does not guarantee the acceptance of the completed documentation.

### ***E.3.2 INSPECTION AND ACCEPTANCE REQUIREMENTS FOR ASSETS***

- a) The Contractor's performance and the quality of the completed work shall be subject to inspection, review, and final acceptance by the COTR or his duly authorized representative.
- b) Failure of any contractually required document to conform to any of the applicable requirements of this contract will result in the rejection of the non-conforming document. Non-conforming engineering drawing documents shall be reexamined after correction of all discrepancies. The Contractor shall identify the deficiencies corrected and the action taken to prevent recurrence. The Contractor shall at no additional cost to the Government make any necessary changes modifications or corrections to all engineering drawings.
- c) Inspection and acceptance of all data shall be as specified in the Task or Delivery Order or attachment to the order.
- d) The Inspection System, which the Contractor is required to maintain, as provided in paragraph (b) of the clauses entitled "Inspection of Supplies-Cost Reimbursement" and "Inspection of Supplies-Fixed Price", shall be in accordance with Attachment J-7

“System Integration and Management Statement of Work” Section 2.2 Quality Assurance. Additionally, in accordance with the clauses, the Contractor shall make his records of all inspection work available to the Government from contract award to 6 months after completion of all work required by the Task Order.

- e) Provisioned Item Orders (PIO). Inspection and acceptance of parts ordered hereunder will be as established in each PIO. Unless otherwise stated in the PIO, parts will be inspected and accepted at the place of delivery by a representative of the COTR.
- f) Additional Provisions Relating to Correction of Defects. If any work, materials, or supplies furnished by the Contractor, under this Contract for any asset, or the equipment thereof, within the period specified in the order, prove defective in materials or workmanship or otherwise fails to conform with the Contract specifications during the Warranty (guaranty) period set forth in the applicable Delivery Order, the Contractor shall promptly repair or correct such deficiency in accordance with Contract Warranty provisions to the satisfaction of the Contracting Officer. However, with respect to any individual work item which is incomplete or deficient at the time of delivery or final acceptance, the Contractor's obligation under this clause to correct or repair such deficiency shall extend at least 60 days from the date of such correction or repair, or to the end of the guaranty period, whichever is later.
- g) Additional Provisions Relating to Correction of Defects. If any work, materials, or supplies furnished by the Contractor, under this Contract for any asset, or the equipment thereof, within the period specified in the order, prove defective or deficient, such defects or deficiencies shall, as required by the Government, be corrected or repaired by the Contractor in accordance with the specification. However, with respect to any individual work item which is incomplete or deficient at the time of delivery or final acceptance, the Contractor's obligation under this clause to correct or repair such deficiency shall extend at least 60 days from the date of such correction or repair, or to the end of the guaranty period, whichever is later.

#### **E.4 CALIBRATION SYSTEM REQUIREMENTS**

The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540-1. Further details for testing and measurement will be specified in individual Task or Delivery Orders

#### **E.5 INSPECTION AND TEST RECORDS**

Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness, and to effect process improvements.

**E.6 GOVERNMENT FURNISHED MATERIAL*****E.6.1 GOVERNMENT FURNISHED PROPERTY***

When material is furnished by the Government, the Contractor's procedures shall include at least the following:

- (a) Examination upon receipt, consistent with practicality, to detect damage in transit;
- (b) Inspection for completeness and proper type;
- (c) Periodic inspection and precautions to assure adequate storage conditions and to guard against damage from handling and deterioration during storage;
- (d) Protection from improper use or disposition; and
- (e) Verification of quantity.

***E.6.2 DAMAGED GOVERNMENT FURNISHED PROPERTY***

The Contractor shall report to the Government representative any Government Furnished Property found damaged, malfunctioning, or otherwise unsuitable for use. In event of damage or malfunction during or after installation, the Contractor shall determine and record probable cause and necessity for withholding from use. The Contractor shall have the Government Furnished Property packaged or crated for shipment and a property inventory completed for return to the Government.

***E.6.3 BAILED PROPERTY***

The Contractor shall, if required by the terms of a delivery order enter into a Bailment Agreement with the Government establishing procedures for the adequate storage, maintenance, and inspection of bailed Government property. Records of all inspections and maintenance performed on bailed property shall be maintained. These procedures and records shall be subject to review by the Government representative.

[As used in the foregoing, the term "property" is Government equipment that is used in the fabrication or assembly of the end item and is not delivered as part of the end item.]

**E.7 USE OF CONTRACTOR'S INSPECTION EQUIPMENT**

The Contractor's gauges and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the Contractor's personnel shall be made available to operate such devices and to verify their accuracy and condition.

## **E.8 QUALITY COST DATA**

The Contractor shall maintain and use quality cost data as a management element of the quality program. The specific quality cost data to be maintained and used will be determined by the Contractor. These data shall, on request, be identified and made available for onsite review by the Government representative.